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DPD-5595-59

NEGOTIATED CONTRACT	Contract No. <input type="text"/>								
Westinghouse Electric Corporation Friendship International Airport Baltimore 27, Maryland									
Contract for: Non-Personal Contract Technical Service Personnel	Amount: <input type="text"/>								
Mail Invoices to:	Performance Period Delivery - 1 July 1959 thru 30 June 1960								
Administrative Data:									
<p>This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of Pennsylvania hereinafter called the Contractor.</p> <p>The Parties hereto agree that the Contractor shall furnish the necessary personnel and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.</p> <p>The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying certificate comprise this Contract No. <input type="text"/> In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.</p> <p>IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>SEP 15 1959</u>, 1959.</p>									
<table border="0"> <tr> <td colspan="2">Signatures:</td> </tr> <tr> <td>WESTINGHOUSE ELECTRIC CORPORATION</td> <td>THE UNITED STATES OF AMERICA</td> </tr> <tr> <td>BY <input type="text"/></td> <td>BY <input type="text"/></td> </tr> <tr> <td>TITLE <u>Vice Pres.</u></td> <td>Contracting Officer</td> </tr> </table>		Signatures:		WESTINGHOUSE ELECTRIC CORPORATION	THE UNITED STATES OF AMERICA	BY <input type="text"/>	BY <input type="text"/>	TITLE <u>Vice Pres.</u>	Contracting Officer
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TITLE <u>Vice Pres.</u>	Contracting Officer								

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CERTIFICATE

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I, , certify that
I am the Vice Pres. of the Corporation named
as Contractor herein; that who
signed this contract on behalf of the Contractor was then Vice Pres.
of said Corporation; that said con-
tract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its Cor-
porate powers.

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(Corporate Seal)

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SCHEDULE

PART I - SERVICES TO BE FURNISHED

a. GENERAL: The Contractor shall, during the period set forth in PART III of the SCHEDULE, furnish and supply to the Government non-personal Contract Technical Services (CTS) as defined in Clause 1 of the General Provisions of this contract.

b. TYPE OF SERVICE: The Contractor shall perform all maintenance necessary to keep five (5) equipments ((3) installed in aircraft and (2) bench backups) and three (3) antennas in proper operating condition. The five (5) equipments and three (3) antennas shall be maintained during the periods and at domestic locations as directed by the Contracting Officer or his authorized representative. Services shall not be performed at more than two (2) locations at any one time. In the event the Government desires the services at foreign locations an equitable adjustment in the contract price will be negotiated.

c. ASSIGNMENT OF PERSONNEL: The assignment of contract technical services personnel to a designated place and the effective date of said assignment will be made by mutual agreement between the parties hereto. An overseas assignment will be substantiated by the execution of a "Letter of Assignment" and shall be in accordance with Exhibit "A", which is attached and made a part of this contract. The Contractor shall furnish to the Contracting Officer copies in triplicate of the assignment letters entered into as may be required by the Contracting Officer. Any supervisory personnel of the Contractor assigned to perform services hereunder will be accredited by the Contracting Officer to locations at which such services are to be performed. The Contracting Officer will be advised of all visits.

d. TRANSPORTATION: Transportation provisions are set forth in Clause 21(a) of the General Provisions.

e. SUPERVISION: Contract technical services personnel shall at all times be recognized as employees of the Contractor and under the Contractor's supervisory control. Such supervision shall be exercised by visits of the Contractor's supervisors to locations where services are being performed. However, the Contractor and contractor personnel shall, in the performance of services hereunder, be guided by and comply with the directions and requirements of the Project Base Commander or his authorized representative, under whose authority said services shall be performed in a satisfactory manner.

f. REPORTS: Contractor personnel shall keep the Contractor fully informed as to maintenance problems by suitable internal

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reports, Upon request of the Contracting Officer the Contractor will furnish summary reports regarding maintenance problems to such person(s) as are designated by the Contracting Officer. The Contractor will supply the Contracting Officer with copies of such reports.

g. PRIVILEGES: Assigned contract technical services personnel will be given certain privileges to the extent authorized other individuals assigned to a Project Base including but not limited to the following:

- (1) Necessary medical and dental care for the Contractor's personnel at no charge to the Contractor in the event that commercial medical or dental facilities are not available to the Contractor's personnel.
- (2) Provisions concerning vacation leave are set forth in PART II of the Schedule.

h. SUPPORT EQUIPMENT:

- (1) Maintenance parts, tools and test equipment required for maintenance of equipment and furnished under another contract shall be made available to the Contractor's maintenance personnel by the Government at the location where maintenance is to be performed.
- (2) The Government shall make available to the Contractor's maintenance personnel, for exclusive use to each overseas maintenance location, a vehicle such as a carry-all truck AF #50C-5025-825125-275 or equivalent, including supplies and services for maintenance thereof at no cost to the Contractor. The Contractor will mount certain maintenance equipment in said vehicle to facilitate maintenance. This vehicle is to be used for official business only.
- (3) The Contractor shall support its field maintenance personnel employed in the performance of this contract with engineering services and special test facilities. Examples of such services are: (a) Visits of headquarters engineers, when approved by the Government, to assist such field maintenance personnel in overcoming maintenance problems; (b) Investigations at the Contractor's headquarters of field problems; (c) Tests at the Contractor's headquarters of components, sub-assemblies, or equipments which have shown excessive trouble in the field.

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- (4) The Contractor is authorized to supply by local purchase, manufacture, or other procurement any replacement parts, tools, test equipment or hardware not otherwise easily available and necessary for the maintenance defined in the statement of work. For security purposes only, purchases in the field will be subject to the approval of the Base Commander. Examples of such materials and services are as follows: Resistors, Capacitors, Inductors, or Vacuum Tubes which are not included in Government furnished property and are not available in base supply. Minor test equipment such as Voltmeter, Ammeter or similar indicating devices not available in base supply. Repair at Contractor's plant or at other source test equipment and production equipment which malfunctions during maintenance.

PART II - CONSIDERATION AND PAYMENT

a. **CONTRACT PRICE:** The Government shall pay the Contractor in accordance with PART IV and Clause 4 of the General Provisions upon satisfactory performance of this contract, and upon the submission of properly certified invoices or vouchers therefor, as full payment for the services to be supplied by the Contractor hereunder, as follows:

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- (1) A provisional amount of for each calendar month preceding amendment of contract incorporating redetermined price.
- (2) An amount for each calendar month subsequent to such amendment of contract which amount shall be the redetermined total price of PART Ib less previous payments under the Payment Provision (a) immediately above, divided by the number of calendar months remaining to specified completion of contract. In the event that total payment under Payment Provision (a) exceeds the redetermined price such excess shall become immediately due and payable to the Government.
- (3) In the event timely redetermination of the total price of PART Ib is not affected as anticipated, payments shall continue at the rate of for each calendar month until the total price of PART Ib is redetermined, PROVIDED, that in no event shall the total of progress payments made under PART Ib exceed 90 percent of the total estimated contract price.
- (4) **TRANSPORTATION:** Reimbursement for the actual cost of approved transportation furnished by the Contractor in accordance with the provisions of this contract.

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b. ESTIMATED CONTRACT PRICE: The total estimated contract price for the period 1 July 1959 through 30 June 1960 is . Of this amount is to cover transportation costs and Contractor furnished replacement parts. Of the total estimated price is subject to the provisions of PART IV - PRICE REDETERMINATION and for transportation and Contractor furnished replacement parts shall be reimbursed at actual cost. 25X1 25X1

c. PROCESSING OF INVOICES FOR PAYMENT: Invoices shall be submitted and processed for payment in accordance with Clause 4 of the General Provisions.

d. TIME COMPUTATIONS FOR PAYMENT PURPOSES: For payment purposes, the time spent in the performance of services hereunder will be determined in accordance with the provisions of Clause 20 of the General Provisions and the provisions of this SCHEDULE.

e. VACATION LEAVE: Contractor personnel shall be granted two calendar weeks vacation at such time as is mutually agreeable between the Government and the Contractor. Such vacation period to begin on arrival at a point where reasonable commercial facilities are available, mutually agreeable to the Government and to the Contractor, to which the Government will furnish transportation. The vacation will end at this point after which the Government will furnish transportation back to the site of work.

PART III - PERIOD OF PERFORMANCE: The services of the contract technical services personnel called for under PART Ib of this contract shall be furnished when and as required during the period of 1 July 1959 through 30 June 1960.

PART IV - PRICE REDETERMINATION

a. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the total estimated contract prices set forth in PART II - CONSIDERATION AND PAYMENT hereto, may be increased or decreased, in accordance with the provisions of this clause.

b. Promptly after 31 October 1959, or such other date as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the total estimated contract price for the required services shall be revised and a new total contract price established, such new total contract price to be fixed and to represent the total amount payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

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c. As soon as practicable, and in no case later than sixty (60) days after 31 October 1959, the Contractor shall furnish to the Contracting Officer a statement, in such form and detail as the Contracting Officer may prescribe, of the cost (including estimates to completion) of furnishing the services called for under this contract, together with such information as may be pertinent in the negotiations for the revised total contract price pursuant to this clause. Such statement of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations for such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in performance under this contract. The Contracting Officer shall have the right at all reasonable times to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

d. Upon the filing of the statements and other pertinent information required by Paragraph C of this Clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised total contract price for the contract, which upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. The revised price shall be evidenced by an amendment to this contract. However, in the event that the negotiations for price revision, in accordance with this clause, indicate that the uncertainty as to the cost of complete performance is still so great as to prevent a realistic determination of the final price for the over-all completion of this contract, provision may be made for such future negotiations as to revision as may be appropriate to the circumstances at the time.

e. If within thirty (30) days, or such other period as mutually agreed upon by the parties hereto, after the filing of the statement and other pertinent information required by Paragraph C of this clause the parties shall fail to agree upon the revised price, in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

f. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including without limitation, computation of "the total contract price" and "the contract price of work not terminated"), the contract price shall be the revised contract price agreed upon under Paragraph D of this clause or determined under Paragraph E of this clause, as the case may be.

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PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS: Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS: The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - CAPTURE AND DETENTION: In the event any Contractor personnel assigned to duty under this contract is found to be missing from his place of employment, whether or not such personnel then actually was engaged in the course of his employment, under circumstances supporting an inference that his absence was due to the action of a hostile force or the force of any power not allied with the United States in a common military effort, or is known to have been taken prisoner, hostage, or otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, the time spent by such personnel during such detention (which shall be construed to include the period until such personnel is returned to his place of employment, or to the United States, or death in fact is established by a finding by the Federal Security Administrator (hereinafter referred to as "Administrator") or other Federal body having jurisdiction or by other evidence satisfactory to the Contracting Officer, or death can legally be presumed to have occurred) shall not be considered as time spent in the performance of services hereunder and the Government shall not

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be obligated to make any payment on account of such personnel except as provided in this paragraph. The Contractor is authorized to and shall enter into agreements with personnel hereunder to pay benefits to the extent not otherwise paid to such personnel in the event of, and during the time spent by such personnel during such detention, as construed above, which will equal the total wage due for such detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Claims for benefits shall be made under applicable law with the Administrator. In the event that the Contractor is obligated by agreements, authorized above, to pay and shall have paid benefits in an amount not paid or payable by the Administrator on account of such detention of such personnel, the Government shall pay to the Contractor, in respect of such personnel during the period of such detention, as construed above, such amount which when added to the amount paid or to be paid in respect of such personnel by the Administrator, whether to the Contractor or otherwise, will equal the total wage due for such period of detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Subject to the availability of funds therefor, the obligation of the Government to make payments provided for by this paragraph shall continue in effect during the period of such detention, as construed above, and shall survive the earlier expiration or termination of this contract.

PART VIII - ENGINEERING AND SERVICE PROCEDURE: Except as specifically provided herein the Contractor's personnel rendering services under this contract will be governed by the Contractor's established Engineering and Service procedure, hereinafter referred to as E&S procedures.

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